

In re the Marriage of

Stipulation/Temporary Order

_____,
Petitioner/Joint Petitioner

No Minor Children

and

Case No.: _____

_____,
Respondent/Joint Petitioner

(Mark only one with an X)

☐ Divorce-40101

☐ Legal Separation-40201

I. Preliminary Statements

1. In this document, the **WIFE** is the ☐ PETITIONER/JOINT PETITIONER
☐ RESPONDENT/JOINT PETITIONER.

In this document, the **HUSBAND** is the ☐ PETITIONER/JOINT PETITIONER
☐ RESPONDENT/JOINT PETITIONER.

2. The PARTIES acknowledge receipt of a copy of the **Summons** and **Petition/Joint Petition** in this action.

3. The parties have no minor child(ren) and _____ adult children as a result of this relationship.

4. **Income:**

A. Wife's current monthly earnings Gross (before taxes) \$ _____
Net (after taxes) \$ _____

B. Husband's current monthly earnings Gross (before taxes) \$ _____
Net (after taxes) \$ _____

II. Stipulation Subject to the approval of the Court, the parties agree that the following terms be made a **Temporary Order** of the Court:

1. Maintenance (Spousal Support) (Mark A, B, or C with an X)

A. ☐ **Both** parties **waive** their right to receive maintenance at this time.

B. ☐ The WIFE shall pay maintenance to the HUSBAND in the amount of \$ _____ per month beginning _____, 20____ and
(Month) (Day) (Year)
ending _____, 20____ **OR** ☐ until further court order.
(Month) (Day) (Year)

C. ☐ The HUSBAND shall pay maintenance to the WIFE in the amount of \$ _____ per month beginning _____, 20____ and
(Month) (Day) (Year)
ending _____, 20____ **OR** ☐ until further court order.
(Month) (Day) (Year)

D. Payments for Maintenance

(if payments are to be made, mark 1 or 2 with an **X**-if no payments, leave blank)

1. ☐ Payments will be made directly to the WI SCTF (Wisconsin Support Collections Trust Fund) and will be mailed to:
PO Box 74200
Milwaukee, WI 53274-0200

OR

2. ☐ Will be paid by income assignment to the WI SCTF according to the provisions of 767.265, Wis. Stats., or as otherwise ordered by the court. (complete the employer information for the payer)

(Employer's Name)

(Street Address)

_____, _____
(City) (State) (ZIP Code)

(____ - ____ - ____) _____
(Phone Number) (Contact Person)

3. The party making Maintenance payments is responsible to pay the annual Receiving and Disbursing fee to WI SCTF.

2. Health Insurance/Health Expenses (Mark one for each statement with an **X**)

A. ☐ **BOTH PARTIES** ☐ **HUSBAND** ☐ **WIFE** shall provide(s) health insurance (medical, dental, vision) for the parties as it is currently in force.

B. ☐ **HUSBAND** ☐ **WIFE** ☐ **NEITHER** shall contribute \$ _____ per month to the other toward the health insurance premium costs, beginning _____, _____, _____
(Month) (Day) (Year).

C. Each party shall inform the other of any change in the availability of health insurance.

D. Uninsured health care costs (not including non-prescription medications) of the parties shall be paid as follows: ☐ **By the party who incurs them** ☐ **By HUSBAND** ☐ **By WIFE**.

3. Life Insurance

Each party shall keep in full force and pay the premiums on all life insurance presently held upon his or her life and make no changes in beneficiary except upon written agreement of the parties. Neither party may borrow against any life insurance policy after the date of this agreement, nor use it as collateral.

4. Debts and Obligations (Mark all that apply with an **X** and list debts as necessary)

A. ☐ There are **NO marital debts or obligations**.

B. The parties will pay the minimum monthly payments on the following debts and obligations

Payment to:	Estimated Amount:	Wife	Husband
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

Payment to:	Estimated Amount:	Wife	Husband
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
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_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

C. Each party is to pay his/her own new debts and expenses starting _____, 20____
(Month) (Day) (Year)

WARNING: Any agreements on payment of debts listed above are not binding on creditors who gave the parties credit during the marriage.

5. **Property Division**

The parties agree to the temporary use of their property as follows: (Mark all that apply with an X)

A. Property to WIFE. The WIFE shall have temporary use of the following:

☐ Motor Vehicles _____, _____, _____
Make Model Year
_____, _____, _____
Make Model Year

☐ Household furnishings, clothing, and personal items currently in the WIFE's possession.

☐ Property now in possession of the HUSBAND that is to be delivered to the WIFE:
List items_____

☐ Additional sheet is attached.

Arrangements for pick-up or delivery of this property are as follows:

☐ Savings and checking accounts:

Institution Name	Type of Account	Account Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ Other: _____

B. Property to HUSBAND. The HUSBAND shall have temporary use of the following:

☐ Motor Vehicles _____, _____, _____
Make Model Year
_____, _____, _____
Make Model Year

☐ Household furnishings, clothing, and personal items currently in the HUSBAND's possession.

☐ Property now in possession of the WIFE that is to be delivered to the HUSBAND:

List items _____

☐ Additional sheet is attached.

Arrangements for pick-up or delivery of this property are as follows:

☐ Savings and checking accounts:

Institution Name	Type of Account	Account Number
------------------	-----------------	----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ Other: _____

6. Homestead/Residence (Mark all that apply with an **X**)

A. ☐ The parties do not own or rent a residence together.

B. ☐ The parties ☐ own ☐ rent a residence at the following address:

(Street Address)
_____, _____, _____
(City) (State) (ZIP Code)

(Mark only one with an **X**)

1. ☐ **The WIFE shall have temporary exclusive use of the residence and the HUSBAND**
shall vacate on or before _____, 20_____.
(Month) (Day) (Year).

2. ☐ **The HUSBAND shall have temporary exclusive use of the residence and the WIFE**
shall vacate on or before _____, 20_____.
(Month) (Day) (Year).

3. ☐ Both parties agree to share the residence.

4. ☐ Both parties agree to vacate and/or sell the residence by _____, 20_____.
(Month) (Day) (Year).

7. Income Tax Returns

The parties agree to file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Community Property law.

8. Voluntary Execution

The parties state they have entered into this **Stipulation/Temporary Order** freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. Each believes its terms to be fair and reasonable under the circumstances. ***Both parties acknowledge that they have the right to seek the advice of an attorney and, to the extent that they have not, they proceed with the knowledge they presently have.***

9. Modification and Waiver

A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by all parties and approved by the court.

10. Restraining Order

Both parties are restrained from interfering with the personal liberty of the other, from encumbering or disposing of assets or property and from incurring debts or credit in the name of the other party.

11. Incorporation of Agreement into Temporary Order

The parties agree that this Stipulation shall be submitted to the court for approval, and all parties request that the court make this Stipulation a Temporary Order of the court.

12. Change of Employer/Address

Both parties shall notify the Clerk of Courts **and** the Waukesha County Child Support Division **within ten (10) days** of any change of address or change of employers. Send notice to:

Clerk of Circuit Court

Family Court Division

PO BOX 1627

Waukesha, WI 53187-1627

AND

Waukesha County Child Support Division

Administration Center, Room 346

1320 Pewaukee Road

Waukesha, WI 53188

13. Other Agreements, If Any

☐ No additional agreements

Failure to abide by these temporary orders is punishable as contempt of court pursuant to Chapter 785, Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.

WIFE's Signature

HUSBAND's Signature

Dated: _____
(Month) (Day) (Year).

Dated: _____
(Month) (Day) (Year).

The above Stipulation is hereby approved and made the Temporary Order of the Court.

Dated: _____
(Month) (Day) (Year).

Circuit Court Commissioner/Circuit Judge